VELMIDAS ING DOO
Broj: 257/2023
Datum: 0303.2023
PANČEVO

Contract NO. 2023-ERGS-XSTL-QT-007

防水材料焊接服务合同
Waterproof material welding service contract

Party A: **SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd**

Party B: **VELMIDAS ING DOO Pančevo**

The Waterproof material welding service contract (Contract NO. 2023-ERGS-XSTL-QT-007) is concluded in Subotica, on 1.10.2023, between:

甲方/ Party A：SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, Trg prijateljstva Srbije I Kine 4, Novi Beograd. MB: 29508739, PIB: 112302292. Represented by Wang Yong.

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乙方/ Party B：VELMIDAS ING DOO Pančevo, Svetozara Markovića 195, Pančevo. MB: 21417670, PIB: 111042394. Represented by Milan Somborac.

为了完成匈牙利至塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境(克莱比奥)段铁路现代化与改扩建项目土建及轨道工程（NS-II 标段）项目地下通道防水材料焊接工作，甲方委托乙方提供焊接服务，经双方协商，达成以下协议：

In order to complete the Welding work of waterproof materials for the underpass of the Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia), Party A entrusts Party B to provide Welding service. After negotiation between the two parties, the following agreement is reached:

第 1 条 合同标的
Article 1 Subject of the Contract

1.1 作业地点：匈牙利至塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境(克莱比奥)段铁路现代化与改扩建项目土建及轨道工程（NS-II 标段）项目地下通道施工现场。

1.1 Work Location: Construction site of the underpass of the Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia).

1.2 作业内容：根据甲方指定的位置和要求，乙方按照设计图纸和相关规范实施水平 PVC 膜热熔连接及 PVC 膜与 Fugaband 止水带的连接的相关工作。

1.2 Work description: According to the location and requirements designated by Party A, Party B shall implement the related work of horizontal PVC membrane hot-melt connection and Connection between PVC membrane and Fugaband tape in accordance with the design drawings and relevant specifications.

第 3 条 服务期限
Article 3 Service Deadline

3.1 防水材料焊接服务开始前，甲方应提前 2 天通知乙方，乙方有义务在通知的日期内及时进场，并提交相关资料或者技术文件（若有必要），以方便更好地完成安装任务。

3.1 Before the start of Waterproof material welding service, Party A shall notify Party B 2 days in advance, and Party B shall enter the site in time within the notified date and submit relevant materials or technical documents (if necessary), so as to facilitate and better complete the installation task.

3.2 乙方应在甲方规定期限内完成防水材料焊接服务，避免因安装缓慢导致地下通道施工的其他工序延误。

3.2 Party B shall complete the Waterproof material welding service within the time limit specified by Party A to avoid delays in other processes of underpass construction due to slow installation.

3.3 如遇不可抗力、恶劣天气、以及由于甲方的过错导致客观上阻碍了本工作的实施，乙方有权延长工程竣工期限或减慢他们的速度。

3.3 In the event of force majeure, bad weather, and the implementation of this work objectively hindered by the fault of Party A, Party B has the right to extend the completion period of the project or slow down their speed.

第 4 条 安装服务价格

Article 4 Price for Installation Service

4.1 分包价格为 12,530.80 欧元（不含增值税）（大写：壹万贰仟伍佰叁拾点捌欧元），增值税根据塞尔维亚税法相关规定计算；。本分包总价只是预估总价，具体结算及支付金额以实际完成工程数量与固定的单价计算。

4.1 The subcontracting price is 12,530.80 euros (excluding VAT) (in words: Twelve Thousand Five Hundred Thirty and 80/100 euros), the VAT shall be calculated according to the Serbian VAT law; The total price of this subcontract is only an estimated total price, and the specific settlement and payment amount shall be calculated based on the actual quantity completed and the fixed unit price.

价格表 Table of Price

序号 No	细目名称 Description	单位 Unit	预估数量 Estimated quantity	单价 Unit price (EUR)	总价 Total price (EUR)
1	水平 PVC 膜安装 horizontal PVC membrane installation	m2	2,000.00	4.00	8,000.00
2	PVC 膜与 Fugaband 止水带的连接 Connection between PVC membrane and Fugaband tape	m	400.00	5.00	2,000.00
3	Km143+729 地下通道防水修复服务 Waterproof Repair Service For the Km143+729 Underpass	m2	180.00	14.06	2,530.80
合计/ summary (EUR)					12,530.80

备注：本价格表中的数量为预估数量，结算时以实际发生的数量为准。

Remarks: The quantity in this Table of Price is the estimated quantity, and the specific settlement is calculated based on the actually completed quantity of works.

4.2 这是一个固定单价的合同。分包价包括乙方为完成防水材料焊接而产生的直接和间接费用（包括设备使用费、安全防护设备费、安装费、人工费、自备交通车辆（包括燃料费等费用）以及所有工作内容的其他相关费用）。

4.2 This is a fixed unit price contract. The subcontract price includes the direct and indirect costs incurred by Party B for completing the Waterproof material welding service (including equipment usage fees, safety protection equipment fees, installation fees, labor costs, self-provided transportation vehicles (including fuel costs, etc.) and all work content other related costs).

4.3 乙方确认，他已在对所有数据（包括甲方提供的数据以及与现场及周边区域相关的任何其他可用数据）进行适当检查、验证和解释的基础上签订了本合同。
4.3 Party B confirms that he has entered into this contract on the basis of proper examination, verification, and interpretation of all data including data provided by Party A and any other data available relating to the Site, and surrounding area.

4.4 乙方签订合同时，乙方已充分了解工程所需人员和机器设备的市场价格，且该等因素价格变动的风险已包含在合同单价中。
4.4When Party B signs the Contract, Party B has fully understood the market price of personnel and machinery, and equipment required for the project, and the risk of price change in such factors have been covered by the contract unit price.

4.5 为免疑义，乙方在此明确同意，不因完成工作的期限的任何缩短及其他费用的发生而以任何方式修改和/或调整合同单价。
4.5 For the avoidance of doubt, Party B hereby expressly agrees not to revise and/or adjust the contract unit price in any way due to any shortening of the time limit for completing the work and the occurrence of other costs.

4.6 甲方通知乙方实施安装工作时，若因甲方一次性给与乙方安装 PVC 膜的面积小于 50m2，合同双方同意按照 50m2 为当次安装面积进行计算并支付。
4.6 When Party A notifies Party B to carry out the installation work, if the available area that Party A gives Party B to install the PVC membrane at one time is less than 50m2, both parties agree to calculate and pay based on 50m2 as the current installation area.

第 5 条 付款
Article 5 Payment

5.1 付款：支付周期为一个月一次。乙方每月 25 日至 30 日，根据实际完成工程量向甲方开具正式发票（正式发票开具前须由甲方人员确认）；甲方在每月 10 号前完成审核并向乙方支付相应部分计量的 100% 。
中期结算时，若当前月完成金额不足 50 万第纳尔，将累计到下个月进行结算。
5.1 Payment: The payment period is once a month. From the 25th to the 30th of each month, Party B will issue an official invoice to Party A according to the actual quantity of issued test reports (The official invoice must be confirmed by the personnel of Party A before the official invoice is issued); Party A shall complete the audit before the 10th of each month and pay Party B 100% of the corresponding amount.
In the interim settlement, if the amount completed in the current month is less than 500,000 dinars, it will be accumulated to the next month for settlement.

5.2 乙方应提交甲方财务部门要求的相应文件。如因乙方原因造成延迟付款，甲方不承担任何责任。
乙方的银行账户：205-261017-21 Komercijalna banka A.D. Beograd
5.2 Party B shall submit appropriate documents required by the financial department of Party A. Party A shall be exempted from any responsibility if the payment is delayed caused by Party B.
Party B's bank account: 205-261017-21 Komercijalna banka A.D. Beograd

第 6 条 甲方权利和义务
Article 6 Rights and Obligations of Party A

6.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，相关材料质量，安全情况等方面进行监督检查，并督促乙方纠正自身对完成本工作不利的错误行

为（若有）。
6.1 In order to complete the work on schedule, safely, and with high quality, Party A has the right to supervise and inspect the work progress, the quality of relevant materials, and the safety situation, And urge Party B to correct its wrong behavior (if any) that is not conducive to the completion of this work.

6.2 如果乙方违反本合同项下的任何义务，甲方有义务进行提醒及警告，若提醒后三天内仍未整改，甲方有权向乙方发出书面终止通知并终止本合同，因此原因终止合同导致的损失由乙方承担。
6.2 If Party B breaches any obligations under this contract, Party A is obliged to remind and warn, if the rectification is not made within three days after the reminder, Party A has the right to issue a written termination notice to Party B and terminate this contract, and Party B shall be responsible for the losses caused by the termination of the contract.

6.3 甲方有义务按照本合同规定，及时向乙方支付服务费用。
6.3 Party A is obliged to pay Party B the service fee in a timely manner in accordance with this contract.

第 7 条 乙方权利和义务
Article 7 Rights and Obligations of Party B

7.1 为如期完成本工作，乙方有义务投入足够的人员及必要的工作设备执行本工作。
7.1 In order to complete the work as scheduled, Party B is obliged to invest enough personnel and necessary working equipment to perform this work.

7.2 乙方有义务将甲方的利益视为自己的利益并采取相应的行动，包括向甲方提供专业且合理的建议、意见或提醒等。
7.2 Party B is obliged to regard Party A's interests as its own and take corresponding actions, including providing professional and reasonable suggestions, opinions or remarks, etc.

7.3 乙方在执行安装服务期间，有义务自费为其员工采取并实施所有必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。
7.3 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of installation services; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.

7.4 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。
7.4 Party B is responsible for any damage (If it is caused by Party B) caused to Party A, investor, or third parties. The costs of damage are borne by Party B.

第 8 条 联络
Article 8 Contact

8.1 在本合同的实施过程中，合同双方之间应不断协调好各项事宜，以使其顺利实施。
8.1 During the implementation of this Contract, there shall be constant coordination of activities between the Contracting Parties, with the aim of its successful implementation.

8.2 甲方通知乙方进场实施安装工作时，甲方现场管理人员与乙方工作人员之间应共同确定好是否具备安装/焊接条件，若因现场不具备安装/焊接条件，导致乙方人员无法施

工，由此给乙方造成的损失（交通费、误工费）等，乙方不得向甲方索赔。
8.2 When Party A notifies Party B to enter the site to carry out the installation work, Party A's site management personnel and Party B's staff shall jointly determine whether they have the installation/welding conditions. Party B shall not claim compensation from Party A for the losses caused to Party B (traffic expenses, lost work expenses), etc.

第 9 条 其他
Article 9 Miscellaneous Agreement

9.1 本合同任何条款的无效、不足和/或不可执行不影响其他条款的有效性。合同双方同意努力将无效、有缺陷和/或无法执行的条款替换为就其性质而言最接近合同双方希望通过此类条款或合同实现意图的条款。
9.1 The invalidity, inadequacy and/or unenforceability of any provision of this contract shall not affect the validity of other provisions. The contracting parties agree to endeavour to replace invalid, defective and/or unenforceable terms with terms that, by their nature, most closely approximate the intent of the contracting parties through such terms or contracts.

9.2 工作执行期间如甲方更改或更新方案，在不增加工作范围，不违反法律规定的情况下，乙方应无条件配合甲方，以便项目计划方案能够更好地完成。
9.2 During the execution of the work, if Party A changes or updates the plan, without increasing the scope of work or violating the law, Party B shall cooperate with Party A unconditionally so that the project plan can be better completed.

9.3 本合同未规定的一切将根据《义务法》以及塞尔维亚共和国其他法律及规定进行约束和解释；若因工作范围增加等原因增加了乙方义务，合同双方可签订补充协议进行补充和更新。
9.3 Everything that is not regulated by this contract will be regulated and interpreted in accordance with the Law on Obligations as well as in accordance with other laws of the Republic of Serbia. If Party B's obligations are increased due to the increase of the scope of work, the two parties to the contract may sign a supplementary agreement to supplement and update.

9.4 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。 双方均有权通过友好协商提前解除合同。双方同意一切争议应通过协商解决，如协商不成，由苏博蒂察商事法庭解决。
9.4 The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. Both parties shall be entitled to terminate the contract in advance through amicable negotiation. Both parties agree that all disputes shall be resolved by negotiations, in case dispute fails to be settled, it shall be resolved by the Commercial Court in Subotica.

9.5 本合同以中英双语编写。若合同中语言之间有任何差异，英语具有优先解释权。
9.5 This contract is made in Chinese and English. In the event of any differences between these languages, the English version shall prevail.

9.6 本合同一式四份，双方各执两份。每份合同具有相同法律效力。
9.6 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.

SHANDONG LUQIAO GROUP CO. LTD
OGRANAK BEOGRAD-Novi Beograd

Party A (signature and seal):

Name/Ime: Wang Yong

Date/Dana: 2023.1.18

VELMIDAS ING DOO Pančevo

Party B (signature and seal):

DOO VELMIDAS ING PANČEVO

Name/Ime: Milan Somborac

Date/Dana: